

Reapit Verify Terms & Conditions

S1 Disclaimer of Warranties

- S1.1 To the extent permitted by law, and unless explicitly set out to the contrary in this Agreement, Reapit disclaims all representations, warranties and other terms, whether express or implied, in relation to the AML/CTF Services, including in relation to the accuracy or availability of Licensed Courses or their fitness for any purpose, or their interoperability, compatibility or coexistence with your operating system or particular network environment or hardware.
- S1.2 Reapit warrants that the Licensed Courses are fit for the purpose of providing general awareness AML/CTF training in the real estate sector in Australia. You acknowledged and agree that no part of the Licensed Courses constitutes legal advice or professional advice and must not be relied upon as such.
- S1.3 Reapit does not represent or warrant that the Licensed Courses will comply, or will guarantee compliance (in any respect), with relevant anti-money laundering or counter-terrorism financing laws, including the AML/CTF Act.
- S1.4 You warrant that you will ensure that the KYC Services are used only for the KYC Purpose in accordance with the terms of this Agreement.

S2 Limitation of liability

- S2.1 Reapit is not responsible, and will bear no liability, for:
- (a) any failure by you or a Services User to use the AML/CTF Services in accordance with this Agreement;
 - (b) any fraudulent or other illegal activities conducted by you or a Services User in connection with the AML/CTF Services;
 - (c) any failure of any equipment or software (including any browser or server software operated by a third party);
 - (d) any Malware which enters your system as a result of or in connection with the AML/CTF Services, except to the extent it was caused or contributed to by us;

- (e) any damage to equipment, hardware, programs or data, whether stored or used with the AML/CTF Services or otherwise, including the costs of repairing such equipment or hardware and the costs of recovering such programs or data, except to the extent it was caused or contributed to by us.

S2.2 Neither party will be liable to the other party for:

- (a) any proportion of any total Loss that the other party has caused or has contributed to; or
- (b) any Loss, or failure to provide the AML/CTF Services which is caused by a Force Majeure Event or which arises as a result of that party relying on any false, misleading or incomplete information from the other party or from a third party.

S3 Licensed Courses

S3.1 All Licensed Courses are made available at a fee of \$99 ex GST per user per course. Where we charge you a lower fee for any such Licensed Courses, you acknowledged that we are subsidising the fee on your behalf.

S3.2 You acknowledge:

- (a) Alpha AML's ownership of all Intellectual Property Rights subsisting in the Licensed Courses; and
- (b) the Licensed Courses (including their proprietary instructional design, course structure, and pedagogical methodology) are the Confidential Information of Alpha AML.

S3.3 You must not:

- (a) copy, replicate, distribute, display, republish, modify or create derivative works from; or
- (b) use for any purpose that competes or may compete with Alpha AML's products and services; or
- (c) offer for sale or resale to any third party:

any content, materials or Intellectual Property Rights comprised in or derived from any Licensed Courses.

- S3.4 You must procure that all Service Users to whom you grant access to Licensed Courses comply with clause S3.2 and S3.3 as if that clause applied to them.
- S3.5 You will indemnify and keep indemnified Reapit (and, where reasonably required by Alpha AML, Alpha AML directly as a third-party beneficiary) against any Losses arising from any breach of clause S3.2 or S3.3 by you or any Service User described at clause S3.4.
- S3.6 You agree that Reapit (and, where reasonably required by Alpha AML, Alpha AML directly) may seek injunctive or other equitable relief in respect of any breach or threatened breach of clauses S3.2-S3.4 above.

S4 Confidential and Proprietary Information

- S4.1 You and we acknowledge that the restrictions in this clause S4 are limited to preventing the misuse of Alpha AML's Confidential Information and Intellectual Property Rights.
- S4.2 You must not, whether directly or indirectly, on your own behalf or through any related body corporate, agent, contractor, or other third party:
- (a) develop, publish, distribute, license, or make available any online training course or training product that infringes any Intellectual Property Rights of Alpha AML's subsisting in the Licensed Courses; or
 - (b) use any Confidential Information or copy any content of the Licensed Courses to develop, publish, or assist in the development of any training course or training product that is substantially similar to the Licensed Courses in structure, content organisation, instructional design, or presentation.

S5 Definitions

- S5.1 In these Special Conditions, the following terms have the following meanings:

Licensed Courses	means the AML/CTF training courses (including all associated training materials and information) provided by Alpha AML
Alpha AML	means Alpha AML Training Australia Pty Ltd, Reapit's partner in providing the Licensed Courses
KYC Services	means individual identity verification services

AML/CTF Services	means the KYC Services and the Licensed Courses
KYC Purpose	means the facilitation of applicable customer identification procedures under the AML/CTF Act, or any other lawful purpose for which an applicable identification procedure is required.
AML/CTF Act	means the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth)
Services User	means any user of any of the AML/CTF Services.